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Contract Database Metadata Elements

Title: **Ardsley Union Free School District and Ardsley Aides Union (AAU) (2003)**

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Union: **Ardsley Aides Union (AAU)**

Local:

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AID
4492

BETWEEN

**ARDSLEY UNION FREE
SCHOOL DISTRICT**

AND

**ARDSLEY AIDES
UNION**

July 1, 2003 – June 30, 2007

*Jane Mark
Dennis Fursan? CR
Vicky Engler
Carol Rubin (MS)*

RECEIVED

JAN 19 2005

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

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ARTICLE I

PREAMBLE

1. This agreement is entered into by and between the Superintendent of Schools of the Ardsley Union Free School District, hereinafter called the "District" and the Ardsley Aides Union, hereinafter called the AAU.
2. It is the intention of the contracting parties to comply with the laws of the State of New York, and in no way to alter, modify or circumvent them.
3. Pursuant to Section 204a of the New York State Civil Service Law:

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAD GIVEN APPROVAL.

ARTICLE II

RECOGNITION

1. The District recognizes the Ardsley Aides Union as the exclusive bargaining representative for the bargaining unit of those employees with the title "Teacher Aide" and "Teaching Assistant." Excluded from the bargaining unit are all those employees in other titles or in titles defined hereafter. In addition, any employee serving in a temporary or substitute capacity are excluded from the bargaining unit.
2. Student workers shall not be considered employees for the purpose of this agreement.
3. Unless otherwise indicated the term Aide, when used in this agreement, shall refer to a member or members of the unit as heretofore defined.

4. Members of the bargaining unit shall have the right to form, join and participate in, or to refrain from forming, joining or participating in any employee organization of their own choosing.

ARTICLE III

EMPLOYMENT PRACTICES

1. The District will hire qualified applicants and will not discriminate against any employee in regard to race, creed, national origin, religion, sex or age.
2. For purposes of this agreement, the words "he" and "she" shall be used interchangeably.

ARTICLE IV

DUES DEDUCTION

1. Dues deduction as authorized by Law, shall be continuous.
2. At one time, no later than October 15, AAU will deliver to the Board the Dues Deduction Authorization Statements authorizing deduction of membership dues to the Ardsley Aides Union. At one time, AAU may also submit additional Dues Deduction Authorization Statements no later than January 15.
3. The Dues Deduction\Authorization Statements will be accompanied by a separate list of names of all employees electing dues deduction as well as the total amount to be deducted during the year from each employee. Said list will be signed by the President and the Treasurer of the Union.
4. The Dues Deduction Authorization Statement may be signed by new employees. The Dues Deduction Authorization Statement form listed in Appendix E is hereby incorporated into this agreement.

5. The District agrees to remit to AAU all monies so deducted within fifteen (15) days after said deductions are made or as soon as practicable after the first payroll deduction period in November. The District agrees to remit to AAU a list of employees from whom deductions have been made as well as the amount to be deducted each pay period for each employee.
6. The District will notify the AAU of all new employees covered by this agreement promptly after they are hired.

ARTICLE V

DISTRICT PREROGATIVES

The operation of the District and the determination of the methods and means by which such operations are to be conducted shall be determined by the District, which hereby retains and reserves unto itself the rights and authorities conferred upon it by the Laws and the Constitution of the State of New York. The exercise of these powers, rights and authorities by the District and the adoption of rules, regulations and policies as it may deem necessary shall be limited only by the terms of this agreement.

ARTICLE VI

COMPENSATION

1. The employee compensation schedules for 2003-04, 2004-05, 2005-06 and 2006-07 are included in Appendices A, B, C and D and made a part of this Agreement.
2. All unit members shall be eligible for annual incremental movement as follows:
 - (a) An employee whose effective date of employment is between September 1 and January 31 shall be eligible for an incremental move the following September 1st.

(b) An employee whose effective date of employment is between February 1 and June 30 shall be eligible for an incremental move on the September 1st following the employee's first anniversary in the District.

3. A teacher aide who is regularly assigned to the high school as a Hall Monitor shall be paid a premium of fifty cents (\$.50) per hour for all hours worked. If a teacher aide is assigned to any duty other than that of Hall Monitor, this premium shall not apply.
4. A teacher aide who is assigned to attend to toileting, feeding, restraint and any other physical or medical needs shall be paid a premium of one dollar and twenty five cents (\$1.25) per hour. Effective July 1, 2004, this stipend increases to one dollar and fifty cents (\$1.50) per hour.
5. On the July 1st after completing ten (10) years of credited service to the District, a unit member shall receive a longevity payment of forty cents (\$.40) per hour. Effective July 1, 2004 ten year longevity will be fifty cents (\$.50) per hour.
6. An employee who has completed fifteen (15) years of credited service will receive a longevity payment of sixty five cents (\$.65) per hour. Effective July 1, 2004 the 15 year longevity will increase to seventy five cents (\$.75) per hour for a total longevity of \$1.25 per hour.
7. Payment for Substituting: When a unit member substitutes for a teacher she/he shall receive twenty (\$20.00) for 3 hours or less of substituting and forty dollars (\$40.00) for more than 3 hours of substituting. Payment shall be made on the basis of a time sheet completed by the unit member and receiving proper approvals.
8. Paid Holidays: A unit member who is hired no later than the end of the first month of the school year and works through December shall receive one (1) paid holiday for the last paycheck in November, and one (1) paid holiday in the last paycheck in December, and one (1) paid holiday in the last

paycheck in January. A unit member who works from the beginning of February through the end of the school year shall receive one (1) paid holiday in the last paycheck in June.

9. Any unit member assigned to bus driving will advance one salary step upon receiving their C.D.L.

Any unit member who reaches step 6 receives an additional 6% stipend.

ARTICLE VII

INSURANCE

A. HEALTH INSURANCE:

1. The District agrees to pay the full cost for individual or family health insurance coverage for members of the bargaining unit under the Statewide School's Cooperative Health Plan (formerly known as Southern Westchester School's Cooperative Health Plan), except that, effective July 1, 2004, those members of the bargaining unit who participate in the health insurance plan shall pay \$100 (one hundred) per year toward the cost of health insurance, divided equally over the number of payroll periods. Effective July 1, 2006, the annual contribution will be \$125 (one hundred twenty five).
2. The District agrees to pay the pro rata cost, after the member's contribution described above, for individual or family health insurance coverage under the Statewide School's Cooperative Health Plan for unit members whose effective date of employment is subsequent to September 25, 1989, and who work twenty-five (25) hours a week or less based on the number of hours worked per week divided by thirty (30).
3. It is understood that unit members who opt for coverage in an offered Health Maintenance Organization (HMO) which exceeds the cost of that unit member's health insurance in the basic

SW Consortium or State-Wide (Empire) plan must pay 100% of the difference, in addition to the unit member's contribution as described above.

4. The District agrees to participate in the Statewide Health Insurance Consortium or to subscribe to health insurance comparable to the best available State-Wide (Empire) plan.
5. In lieu of Article X, Section 1b, which provides for payment for accumulated sick leave at retirement an employee may choose to have his/her accumulated sick leave applied toward health insurance in retirement based upon the dollar value of accrued sick leave at the time of retirement. Individual health insurance coverage shall continue for the surviving spouse of a retired employee who has died until the dollar value of the retired employee's sick leave has been exhausted.
6. Health Insurance Buy-Out: At the employee's option, she/he may reduce medical insurance coverage for a full year by completing an appropriate form furnished by the District. Any employee changing from family to individual coverage or waiving family or individual coverage shall receive, as salary, 40% of the premium savings, less the cost of retirement, social security, or other applicable fringes. A unit member whose effective date of employment is subsequent to September 25, 1989, and who works twenty-five (25) hours per week or less may receive this option for a pro rata share of the 40% of the premium savings less the cost of retirement, social security or other applicable fringes based on the number of hours worked per week divided by thirty (30). Employees electing to reduce their coverage must do so by February 1st with the provisions of this section taking effect on July 1st. Payment of the employee share shall begin with the first half payment on October 15th and a second payment of April 15th. Full coverage may be reinstated by notifying the District in writing not later than March 31st. Reinstatement shall take place on July 1st. The District shall waive the March 31st notification if the employee's

status changes drastically so as to cause severe hardship as a result of the employee's election to reduce coverage and if the insurance carrier will provide coverage. Such circumstances are limited to death of a covered family member, loss of the covered family member's employment, or loss of covered family member's insurance coverage. A new employee who declines coverage is also eligible for payment under this provision.

7. Employees must work five (5) years in the Ardsley School District to be eligible for retiree health insurance benefits.

ARTICLE VIII

GRIEVANCE PROCEDURE

1. DEFINITIONS:

- (a) A "grievance" shall mean a claimed violation or misinterpretation of any of the provisions of this contract.
- (b) A "grievant" shall mean an employee or group of employees or the AAU filing a grievance with the approval of the alleged grievant.

The word "days" in this article shall refer to school days.

2. PROCEDURE:

- (a) Any employee in the unit may present a grievance to his immediate supervisor. All grievances must be initiated within thirty (30) days after the grievant knew or should have known of the act or conditions which is the basis of the complaint. A grievant has a right to an AAU representative or any legal counsel. The grievance shall contain a statement of the act underlying the grievance, the contract section violated and the remedy of recourse sought.

3. LEVEL ONE:

- (a) The immediate supervisor shall hold a hearing on the grievance within ten (10) days of the receipt of the grievance. The grievant should be present at such hearing.
- (b) Within five (5) days after the hearing, the immediate supervisor shall issue a written decision which shall be sent by certified mail to the grievant and all parties present at the hearing.

4. LEVEL TWO:

- (a) In the event that the grievance is not amicably resolved at the first step hearing or by the decision, the grievant shall, within fifteen (15) days after the receipt of the decision appeal to the Superintendent of Schools.
- (b) Appeals to the Superintendent shall be heard by the Superintendent or by the Superintendent's designee within ten (10) days after the receipt of the appeal.
- (c) The grievant shall be entitled to five (5) days notice of any such hearing. Within ten (10) days after the hearing, the Superintendent shall issue a grievance decision to the grievant and the other parties present at the hearing.

5. LEVEL THREE:

- (a) If the grievance is not resolved at Level Two, the grievant may appeal within fifteen (15) days after receiving the determination made at Level Two. The appeal must be in writing requesting arbitration with the American Arbitration Association pursuant to its voluntary labor arbitration rules.
- (b) The decision of the arbitrator shall be in writing and shall set forth the arbitrator's opinion and conclusion on issues submitted. The arbitrator shall limit his decision strictly

to the application and interpretation of the provisions of this agreement and he shall be without powers or authority to substitute his judgment or to make any decisions:

1. contrary to, or inconsistent with , or modifying or varying in any way, the terms of this agreement or any applicable law or rules and regulations having the force and effect of law;
2. involving Board discretion or Board policy except under provisions of this agreement.

- (c) The decision of the arbitrator will be final and binding. In his/her award, the arbitrator will designate a party who will be responsible for all arbitrator's fees.

6. MISCELLANEOUS:

- (a) Failure of the responsible agent of the District to respond within the time period provided by the contract shall allow an immediate appeal to the next step.
- (b) A grievant may be represented at all stages of the grievance procedure by a representative of his own choosing or by a representative of the AAU. In all cases, the AAU shall be served with notice of all grievance procedure taking place under this contract.
- (c) The arbitrator's fee will be paid by the designated party. Each party will be responsible for the fee of its representative at the arbitration.

ARTICLE IX

SENIORITY

1. Separate seniority lists of teachers aides and teaching assistants shall be mailed to the AAU on or about February 15 of each year.

2. Seniority shall be based on length of service in the title. In case of ties, service in the bargaining unit will be utilized.
3. Layoff and recall of employees covered by this agreement shall be subject to the following factors: qualifications, performance evaluations and seniority standing in the District except as otherwise provided in the Education Law or Civil Service of New York State.
4. Recall rights shall be in effect for four (4) years for Teacher Aides and seven (7) years for Teaching Assistants from the effective date of layoff.
5. Posting and Transfers:
 - (a) All unit vacancies will be posted in each building.
 - (b) All other factors being equal, current employees will be given preference for vacancies in the bargaining unit.

ARTICLE X

LEAVES:

1. **SICK LEAVE:**
 - (a) Unit members covered by this agreement shall accrue sick leave as follows:
 1. Sick leave shall accrue at the rate of one-half (1/2) day per month of the school year for the first year of employment. Beginning with the second school year, sick leave shall accrue on the basis of ten (10) days per school year. All personal days which are unused at the end of the school year will be added to a unit member's accumulated sick leave.
 2. Sick leave may be accumulated without limit.
 - (b) A unit member who retires from service based eligibility to retire as a member of the New York State Employees Retirement System (NYSERS) or the New York State

Teachers Retirement System (NYSTRS) and receives a retirement payment from the NYSERS or NYSTRS may receive a retirement payment on the following July 15 with notice provided to the District by January 1.

Each unit member availing him/herself of this benefit may receive up to four hundred dollars (\$400) per year of service to the District calculated to the last day of employment. The cost of the retirement payment shall be borne exclusively by each unit member's accumulated sick leave which shall reimburse the District for the cost of the retirement payment on a three dollar (\$3) for two dollar (\$2) basis. There must be sufficient funds in accumulated sick leave to fund the retirement payment. A unit member may also elect a retirement payment less than the maximum for which she/he is eligible.

- c. An aide may utilize the sick leave provisions of this contract for any period of time that does not exceed four (4) consecutive working days without medical verification. A unit member who is ill and cannot work beyond four (4) consecutive days because such disability contributed to by pregnancy, miscarriage, abortion, childbirth and/or recovery may utilize the sick leave provision of this contract provided he/she submits, upon request by the District, medical verification of disability causing non-performance of duties and its duration to the District.

2. PERSONAL LEAVE:

- (a) Aides covered by this agreement shall be allowed up to five (5) days annually for personal business. Such leaves may be used where the attendance of the staff member is required for religious, family illness/business, legal or business matters, and cannot be fulfilled on any day other than a school day or non-school hours.
- (b) The application for personal leave shall state the reason for said absence. One (1) of the five (5) personal days may be used without stating the reason, providing that use of that

day is consistent with the intent of the personal leave provision. All such absences must be submitted three (3) days in advance to the Superintendent of Schools or his designee. Such notice may be dispensed with under circumstances constituting an extreme emergency.

- (c) Family illness leave for parents, spouse or children who are hospitalized, will be granted after personal leave is exhausted to a maximum five (5) days, deducted from accumulated sick leave.

3. MILITARY LEAVE:

Military leave shall be granted in accordance with Section 243 of the New York State Military Law.

4. BEREAVEMENT:

Five (5) days per immediate family member for the timely bereavement of death in the immediate family (spouse, children, parents, parents-in-law, sisters and brothers) except in extraordinary circumstances as approved by the Superintendent or his designee in his sole discretion. In addition, two days per personal grandparent shall be provided for bereavement in the same manner as above.

5. JURY DUTY:

Any member of the unit who is required to serve on jury duty while school is in session will receive full salary during that period of such service. Any payment accumulated from such duty shall be remitted to the District, except all transportation costs and meal allowances.

6. UNPAID LEAVE OF ABSENCE (Long Term):

- (a) Written requests for unpaid leave of absence are considered individually on their own merits. A leave of absence is an authorized absence for a period of time by an employee,

without pay, but holding the same place on the salary schedule and retaining sick leave accumulation and other earned benefits. Active re-employment is to be in the available positions for which the employee is best qualified upon return to duty.

- (b) Requests for a leave without pay must be submitted two (2) months prior to the date the leave is proposed to begin.
- (c) It is incumbent upon the unit member to notify the District by certified mail postmarked on or before six (6) months prior to the conclusion of the leave as to whether or not he/she will be returning to employment in the District. If such notice is not given by an employee, this failure shall be construed as meaning that he/she does not intend to return, but is resigning instead.
- (d) No leave of absence without pay shall exceed one (1) year.

ARTICLE XI

MATTERS NOT COVERED

- 1. The parties agree that they have had an opportunity to discuss all negotiable items before reaching this agreement and that this agreement constitutes the full and complete agreement of the parties which may not be altered, changed, added to, deleted from or modified without the voluntary mutual consent of the parties in a written signed amendment to this agreement.
- 2. The District agrees that benefits in effect at the signing of this agreement, whether written or unwritten accorded the members of this bargaining unit which are not addressed in this agreement and which are benefits derived by reason of their being mandatory subjects of negotiations will continue unchanged.

ARTICLE XII

LENGTH OF ASSIGNMENT DUTY

1. The normal work week shall include those days when classes are in session. In addition, unit members may be on duty on any other day ~~not in session~~ when agreed to mutually by the ~~be on a time~~ sheet basis. *115 sent*
2. Should school be closed for snow *speke with* classes are normally scheduled to be in session *vickey* daily rate for that day. *Engberg*
3. All employees in the bargaining unit *this season* immediately following any vacation period or holi *8/6/07* are assured a position from term to term at their regular pay and benefits unless given written notice otherwise fifteen (15) days before the end of the preceding term.
4. Any authorized duty carried out after an employee's regular scheduled work day which exceeds fifteen (15) minutes shall be compensated at the employee's straight time rate. Payment will be made on the basis of a time sheet completed by the unit members and receiving proper approvals.
5. Each unit member who works six (6) hours or more per day shall receive a fifteen (15) minute rest period.
6. All employees will be guaranteed 184 paid days per school year, inclusive of four paid holidays, per year. *185*
7. Employees will be paid in twenty payments annually. *183* *OPSS meeting day* *we & Co.*

ARTICLE XIII

AAU RIGHTS

1. **MEETINGS:**

AAU may use an auditorium or other room after school hours for meetings, scheduling such use with the approval of the Principal of the school building and the Assistant Superintendent for Business.

2. **BULLETIN BOARDS:**

The AAU shall be entitled to the use of bulletin board space.

3. **LABOR MANAGEMENT MEETINGS:**

The AAU shall have the right to a monthly meeting with the Superintendent or his designee to address matters of mutual concern dealing with the terms of this agreement.

4. **PERSONNEL FILES:**

Unit members shall have the right, by appointment, to review the contents of their personnel files, except for privileged information (such as confidential pre-employment information), and they shall have the right to append an answer to any materials placed therein.

5. **POSTINGS OF OFFICIAL NOTICE:**

All official District notices which deal with working conditions of employees covered by this agreement shall be posted promptly.

6. **UNION RELEASE TIME:**

Each Building President is entitled to two (2) release days per year for union business.

ARTICLE XIV

AGENCY SHOP

The District will comply with current law requiring agency fee. In the absence of said law, if 75% of those employees eligible enroll in union membership, the District will comply with agency fee.

ARTICLE XV

COURSE REIMBURSEMENT

When an aide requests to take an in-service or institute course which is recommended by the appropriate principal and approved in advance by the Superintendent of Schools or his/her designee, she/he will be reimbursed the cost of such course upon submission of receipt and proof of its successful completion.

Summer Training: Any mandatory training scheduled during the summer will be paid.

ARTICLE XVI

DISTRIBUTION OF THE AGREEMENT

All unit members within the jurisdiction of this agreement shall be given a copy of this contract by the District.

ARTICLE XVII

NEW YORK STATE EMPLOYEES RETIREMENT SYSTEM

The District agrees to pay the cost for Plan 75I (New Career Plan) effective 6/1/90 for eligible unit members.

ARTICLE XIX**SMOKE FREE WORKPLACE**

The District has the right to declare all buildings and property of the District smoke free and to enforce such status.


ARTICLE XX**TERM OF AGREEMENT**

This agreement will remain in force for a period of four (4) years, July 1, 2003 through June 30, 2007


**ARDSLEY AIDES UNION
ARDSLEY, NEW YORK**

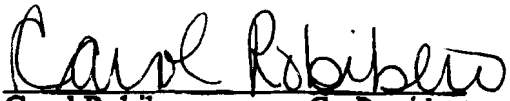
**ARDSLEY UNION FREE SCHOOL DISTRICT
ARDSLEY, NEW YORK**

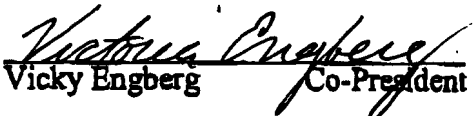
BY:


Dr. Richard Maurer
Superintendent of Schools

BY:


Jane Marks Co-President


Carol Robibero Co-President


Vicky Engberg Co-President

**ARDSLEY UNION FREE SCHOOL DISTRICT
ARDSLEY AIDES UNION**

APPENDIX A: 2003-04 Hourly Salary Schedule

<u>AIDES</u>		<u>ASSISTANTS</u>	
1.	\$11.38	1.	\$14.32
2.	12.12	2.	15.07
3.	12.65	3.	15.57
4.	13.24	4.	16.17
5.	14.00	5.	16.91
6.	14.96	6.	17.98

APPENDIX B: 2004-05 Hourly Salary Schedule

1.	\$11.78	1.	\$14.82
2.	12.54	2.	15.60
3.	13.09	3.	16.11
4.	13.80	4.	16.86
5.	14.60	5.	17.63
6.	15.60	6.	18.74

APPENDIX C: 2005-06 Hourly Salary Schedule

1.	\$12.19	1.	\$15.34
2.	12.98	2.	16.14
3.	13.55	3.	16.68
4.	14.39	4.	17.57
5.	15.22	5.	18.38
6.	16.26	6.	19.54

APPENDIX D: 2006-07 Hourly Salary Schedule

1.	\$12.62	1.	\$15.88
2.	13.44	2.	16.71
3.	14.03	3.	17.26
4.	15.00	4.	18.32
5.	15.86	5.	19.16
6.	16.95	6.	20.37

Any unit member assigned to bus driving will advance one salary step upon receiving their C.D.L.
Any unit member who reach step 6 receives an additional 6%.

Longevity Payments:

\$.40 per hour after 10 years of service	\$.50 after July 1, 2004
\$.65 per hour after 15 years of service	\$.75 after July 1, 2004

Premium Payments:

\$.50 per hour for High School duties as Hall Monitor for all hours worked.
\$ 1.25 per hour effective 7-1-2002 for assignment to attend to toileting, feeding, restraint and any other physical or medical needs (\$1.50 effective 7-1-2004.)

APPENDIX E

ARDSLEY AIDES UNION

DUES DEDUCTION AUTHORIZATION STATEMENT

Date: _____

Print Name Here: _____

Name of School: _____

Position: _____

Social Security Number: _____

I hereby authorize the Ardsley Union Free School District to deduct from my earnings each pay period the amount necessary to pay professional dues to the Ardsley Aides Union as set forth in the official notification filed by the Ardsley Aides Union with the Board of Education. The amount so deducted shall be transmitted to the Ardsley Aides Union. This authorization may be revoked by me at any time by notifying the Ardsley Union Free School District and the Ardsley Aides Union in writing thirty (30) days in advance of the date on which deductions are to be discontinued.

Signature: _____

Street: _____

City: _____

State: _____

Zip Code: _____